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UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

UNITED STATES OF AMERICA *ex rel.*
DANIEL FELDMAN,

Plaintiff,

v.

WILFRED VAN GORP and CORNELL
UNIVERSITY,

Defendants.

No. 03 Civ. 8135 (WHP)

**STIPULATION OF SETTLEMENT AS
TO RELATOR'S SHARE**

WHEREAS, on or about October 13, 2003, relator Daniel Feldman (the "Relator") filed a complaint in the above-captioned action on behalf of the United States of America (the "United States" or the "Government"), against defendants Wilfred Van Gorp and Cornell University ("Defendants") pursuant to 31 U.S.C. § 3730 ("the Complaint");

WHEREAS, on or about April 23, 2007, the Government notified the parties that it declined to take over the action;

WHEREAS, the plaintiff continued to prosecute the action on behalf of the Government and prevailed at trial;

WHEREAS, on August 11, 2010, this Court entered an amended final judgment according to which Defendants were liable to the Government for \$887,714, plus post-judgment interest;

WHEREAS, on September 26, 2012, the United States Court of Appeals for the Second Circuit issued its mandate, having affirmed this Court's judgment;

WHEREAS, on October 19, 2012, Defendants paid the Government \$891,614.78, including post-judgment interest, in full satisfaction of this Court's judgment (the "Payment"); and

WHEREAS, the United States and the Relator mutually desire to make a full, complete, and final settlement of Relator's share of the Judgment Amount pursuant to 31 U.S.C. § 3730(d)(1).

ACCORDINGLY, in reliance upon the representations contained herein and in consideration of the mutual promises, covenants and obligations in this Stipulation of Settlement as to Relator's Share (the "Stipulation") and the resolution of the claims set forth below, and for good and valuable consideration, receipt of which is by each acknowledged, the United States and the Relator stipulate and agree as follows:

Terms and Conditions

1. The United States agrees that Relator shall be awarded \$267,484.43 out of the Payment made by the Defendants to the United States. The United States will make this payment within a reasonable time after this Stipulation has been executed by the Relator and so-ordered by the Court.

2. Relator agrees that this settlement is fair, adequate, and reasonable under all circumstances, and will not challenge the Stipulation pursuant to 31 U.S.C. § 3730(c)(2)(B), and expressly waives the opportunity for a hearing on any such objection, pursuant to 31 U.S.C. § 3730(c)(2)(B).

3. On receipt of this \$267,484.43 payment, Relator, for himself, his heirs, successors, and assigns, will release and will be deemed to have released and forever discharged the United States from any claims pursuant to 31 U.S.C. § 3730(d)(1) for a

share of the proceeds of the Payment. The Relator hereby releases any and all claims, of whatever kind, against the United States arising out of or relating to the above-captioned action.

4. Specifically excluded and reserved from those claims released under Paragraph 3 above is any dispute, claim, or defense which may arise or has arisen between the Relator and the Defendants regarding attorneys' fees or claims of the Relator under 31 U.S.C. § 3730(d)(1).

5. This Stipulation, together with all of the obligations and terms hereof, shall inure to the benefit of and shall bind assigns, successors-in-interest, or transferees of the United States and the Relator.

6. Each of the party signatories to this Stipulation represents that he or she has the full power and authority to enter into this Stipulation.

7. This writing constitutes the entire agreement of the United States and the Relator with respect to the subject matter of this Stipulation and may not be modified, amended or terminated except by a written stipulation signed by the United States and Relator specifically referring to this Stipulation, and so-ordered by the Court.

9. This Stipulation may be executed in counterparts, each of which constitutes an original and all of which constitute one and the same stipulation.

10. This Stipulation shall become final, binding, and effective only upon the signatures of the United States and the Relator and subsequent entry by the Court.

11. This Stipulation shall be governed by the laws of the United States. The Relator and the Government agree that the exclusive jurisdiction and venue for any

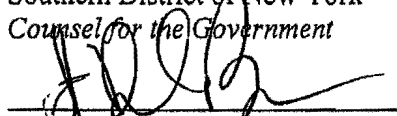
dispute arising under this Stipulation shall be the United States District Court for the Southern District of New York.

In Witness Whereof, the parties, through their duly authorized representatives, hereunder set their hands.

Dated: New York, NY
October 23, 2012

PREET BHARARA
United States Attorney
Southern District of New York
Counsel for the Government


By:


REBECCA C. MARTIN
JEAN-DAVID BARNEA
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Dated: Philadelphia, PA
October 23, 2012

SALMANSON GOLDSHAW, P.C.
Counsel for the Relator

By:


MICHAEL J. SALMANSON
2 Penn Center, Suite 1230
1500 JFK Boulevard
Philadelphia, PA 19102

SO ORDERED:


The Honorable William H. Pauley
United States District Judge

Dated:

Oct. 26, 2012